



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Participation in Mokelumne River Water and Power Authority Project Planning (\$150,000)

MEETING DATE: December 18, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council adopt a resolution approving participation in the Mokelumne River Water and Power Authority's project planning effort, designate policy committee representation and appropriate \$150,000 from the Water Fund for the project.

BACKGROUND INFORMATION: Earlier in 2002, the City Council directed staff to participate in discussions with San Joaquin County and other water agencies in development of a water supply project on the Mokelumne River. (See attached Council Communication, Exhibit A.) Staff and then-Councilmember Nakanishi have worked with the Authority, and these efforts have resulted in a request from the Authority for funding participation in the amount of \$150,000 (Exhibit B).

The Council should understand that the request for \$150,000 is only the beginning. The amount of "up-front" project costs will likely be in the \$4 to \$5 million range before any real project funding is established. While the Authority will seek State and Federal assistance, we should assume the City will be asked for additional funding. The solicitation for proposals attached to Exhibit B describes the project as currently envisioned and the initial phases of work. Note that the schedule on page 12 is still current and the Public Works Director participated in the consultant interviews on December 5. Also, the project planning effort will entail evaluation of power generation as part of the project, and we will seek assistance and participation from the Electric Utility Department.

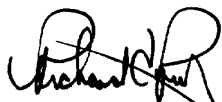
At this time, the Authority is not proposing any specific changes in the joint powers agreement or drafting of a formal project agreement. Their letter, at the top of page 2, addresses this issue. Staff notes that this is somewhat different from the direction we received earlier, however, Councilmember Nakanishi did represent the City at the Policy Committee meeting at which this current arrangement was discussed and concurred with this approach.

Given the City's proximity to the Mokelumne River, our total reliance on groundwater and the groundwater overdraft situation, and the fact that any efforts to obtain surface water from the Mokelumne will require significant expenditures, staff feels we should continue our participation in this project. Also, in January, staff intends to seek Council approval for retaining a professional consulting firm to assist us in our evaluation of long-term water supplies.

Funding for this effort will come from the Water Fund, which has sufficient reserves at this point. However, continued participation will potentially result in the need to increase water rates in the future.

FUNDING: Water Fund

Funding Available: _____
Finance Director

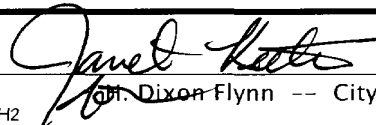

Richard C. Prima, Jr.
Public Works Director

Attachments

cc: Randy Hays, City Attorney
Fran Forkas, Water/Wastewater Superintendent
Alan Vallow, Electric Utility Director

Wally Sandelin, City Engineer
Tom Flinn, San Joaquin County Public Works Director

APPROVED: _____


Jim Dixon Flynn -- City Manager

CPARTICIPATIONINMOKERVWTR&PWRAUTH2

12/12/02



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Direction on Participation in Mokelumne River Water and Power Authority

MEETING DATE: May 15, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council provide policy direction on participation in the Mokelumne River Water and Power Authority. Staff recommends that the City participate up to a one-third share of the project if suitable changes are made to the joint powers agreement (JPA).

BACKGROUND INFORMATION: Late last year, City staff reported to the Council on a number of water supply issues, including possible participation in the Mokelumne River Water and Power Authority. This agency, which for all practical purposes is governed by the San Joaquin County Board of Supervisors, has filed for water rights and power generation approvals on the Mokelumne River. The applications are nearing the point where significant expenditures and project development are needed if the filings are to be kept alive. More detail on the project and the Authority is attached.

The Council has previously expressed interest in participation, but there have been no formal meetings to pursue this until just recently. Council members Nakanishi and Hitchcock were designated as the City's primary representatives. At the first policy meeting, held on May 1, County staff updated those present on recent activities and their attempts to obtain Federal funding. However it was clear that, a) we shouldn't expect Federal money in time to keep the applications alive; and, b) the County is not prepared to do this alone. County staff suggested that a partnership, consisting of the County, the cities of Stockton and Lodi, and perhaps Stockton East Water District would be viable. The next policy meeting is scheduled for May 22, at 10:30 a.m., at the County Public Works office on Hazelton Avenue. While staff can attend and convey the Council's direction, we feel it would be appropriate for one or two Council members to attend.

The County, including Lodi, is in need of a supplemental water supply as groundwater has been pumped at non-sustainable rates for nearly a century. Staff is supportive of efforts to obtain surface water and the Mokelumne River is a logical source for the City of Lodi. However, pursuing such endeavors will mean a significant commitment of funds over the next few years. (The total will likely be in the \$4 to 5 million range according to the attached letter.) These applications are already in progress and, at this time, we feel it would be better to work with and through this process rather than to start fresh on our own.

The JPA does provide for new members, however, as presently written, a new member would only have one position (thereby one vote) on the 5-member board of directors. Staff feels that this arrangement should be changed to more closely reflect financial participation.

FUNDING: Water Fund, none at this time.

Richard C. Prima, Jr.
Public Works Director

Attachment

cc: Fran Forkas, Water/Wastewater Superintendent
Tom Flinn, Director, San Joaquin County Public Works Dept.

APPROVED: _____

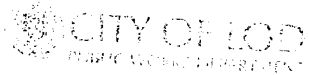
H. Dixon Flynn -- City Manager

**MOKELUMNE RIVER
WATER AND POWER AUTHORITY**

P. O. Box 1810 - 1810 E. Hazelton Ave.
Stockton, California 95201
209/468-3000

RECEIVED

OCT 28 2002



October 24, 2002

Mr. Richard Prima
Public Works Director
City of Lodi
Post Office Box 3005
Lodi, California 95241-1910

SUBJECT: MOKELUMNE RIVER WATER AND POWER AUTHORITY PROJECT REQUEST FOR
PROPOSAL AND COST SHARE PLAN

Dear Mr. Prima:

Rich -

In February 2002, the Directors of the Mokelumne River Water and Power Authority (Authority) authorized the formation of a Policy Committee to evaluate the expansion of membership to obtain additional financial resources for the development of a water storage and supply project on the Mokelumne River (see enclosure). From this direction, the Policy Committee currently includes representatives from the City of Lodi, the City of Stockton, Stockton East Water District, North San Joaquin Water Conservation District, South Delta Water Agency, Central Delta Water Agency, North San Joaquin Water Conservation District, and San Joaquin County.

Subsequently, over the past few months, Policy Committee discussions have centered on Authority membership, Project funding, amendment to the Joint Powers of Exercise Agreement, voting powers, and possible benefits to new members. It was estimated that the Project work effort would cost approximately \$500,000 over the next six months. Policy Committee membership has recommended that the initial cost-share plan for the \$500,000 budget should be split between the following agencies.

Project Cost-Share Plan:

<u>Agency</u>	<u>Cost-Share</u>	<u>Amount</u>	<u>Approved</u>
San Joaquin County Flood Control and Water Conservation District Water Investigation Zone No. 2	35%	\$175,000	June 18, 2002
City of Stockton	35%	\$175,000	
City of Lodi	30%	<u>\$150,000</u>	
	Total	<u>\$500,000</u>	

Mr. Richard Prima
PROJECT REQUEST FOR PROPOSAL
AND COST SHARE PLAN

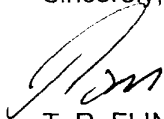
-2-

The Authority requests that the Lodi City Council take formal action to approve the 30 percent cost-share contribution (\$150,000) toward the Authority's Project budget. Agency contributions to the Project will be acknowledged by the Authority and credited to their share of Project costs and benefits derived in the future. Furthermore, the Authority plans to review and amend the Joint Powers Agreement formalizing benefits and responsibilities of new member agencies.

The Authority released the Project Request for Proposal on October 14, 2002, and will complete consultant selection within the next two months. Furthermore, by June 2003, the Authority will plan to review the Project budget and initial results from the engineering feasibility analysis to consider if additional Project support will be necessary to accomplish the tasks as outlined in the Project Request for Proposal.

Should you have any questions or would like more information, please contact Mel Lytle, Water Resources Coordinator, at 468-3089.

Sincerely,



T. R. FLINN
Secretary, Mokelumne River Water and Power Authority

TRF:THM:tee
WR-2J006-E1

Enclosure

c: Tom Gau, Deputy Director/Development
Mel Lytle, Water Resources Coordinator



SOLICITATION FOR PROPOSALS

For

**ENGINEERING FEASIBILITY ANALYSIS AND PREPARATION OF
ENVIRONMENTAL DOCUMENTATION FOR THE MOKELUMNE RIVER
REGIONAL WATER STORAGE AND CONJUNCTIVE USE PROJECT**

For

WATER RESOURCES DIVISION

STOCKTON, CALIFORNIA

OCTOBER 14, 2002



**San Joaquin County Department of Public Works
Special Projects Division
1810 East Hazelton Avenue
Stockton, California 95205
(209) 953-7451 / Fax (209) 468-2999**

Solicitation #SJCDPW-RFP-02-4

**COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
SJCDPW-RFP-02-4**

**ENGINEERING FEASIBILITY ANALYSIS AND PREPARATION OF
ENVIRONMENTAL DOCUMENTATION FOR THE MOKELUMNE RIVER
REGIONAL WATER STORAGE AND CONJUNCTIVE USE PROJECT**

1.0 INTRODUCTION

The San Joaquin County Department of Public Works (SJCDPW) requests technical proposals from qualified consulting firms to undertake, perform and complete the engineering and environmental tasks set forth in Request for Proposals - SJCDPW-RFP-02-4.

The Mokelumne River, together with other rivers and streams that flow through San Joaquin County, have wet-year flows that are generally unappropriated. Flood flows are addressed separately from new surface water rights because they are significantly more complicated to utilize and present different economic and technical challenges. A major challenge when utilizing flood flows is that water supply availability typically occurs over a short time period, so a comprehensive method of flood flow capture, storage and utilization must be developed.

The principal goal of the Mokelumne River Regional Water Storage and Conjunctive Use Project (Project) is the development of a new surface storage facility to capture unappropriated flows from the Mokelumne River and regulate supply for an integrated system of conjunctive use projects that will provide additional storage capacity and water supply reliability. The initial Project approach will be to complete the preliminary engineering feasibility/alternatives analysis together with the preparation of environmental documentation required to secure the Water Right and Federal Energy Regulatory Commission (FERC) applications to develop a regulating reservoir, with associated diversion and conveyance facilities to capture and impound flood flows from the Mokelumne River to supply planned conjunctive use projects within the County, which will provide local and regional benefits to San Joaquin County and the Bay-Delta Region.

This Project will be consistent with water management goals outlined in the San Joaquin County (County) Water Management Plan including:

- Maintain existing and develop new water supply to meet county water needs
- Protect and preserve existing water rights and area of origin rights
- Restore and maintain the eastern San Joaquin County groundwater basin
- Protect water quality and increase water supply reliability

These goals have been adopted by the County Board of Supervisors as part of a strategic plan to guide water resource efforts throughout the County.

2.0 PROJECT HISTORY, CONCEPTS, AND STATUS

2.1 PROJECT HISTORY

On October 4, 1990, the Mokelumne River Water and Power Authority (Authority) filed a Water Right application with the California State Water Resources Control Board (SWRCB) for the direct diversion of up to 110,000 acre-feet per year and storage maximum of 434,000 acre-feet per year,

with a diversion period from December through June. Several points of diversion and additional storage alternatives were proposed in the application that included new facilities located at Middle Bar on the Mokelumne River upstream from Pardee Reservoir, a new facility on Duck Creek and direct diversions downstream from Camanche Dam and the Bellota Weir.

2.2 PROJECT CONCEPTS

Within the San Joaquin County Water Management Plan, adopted by the San Joaquin County Board of Supervisors on May 14, 2002, Section 5 is a detailed description of all the water management options retained within the Master Alternative Analysis. This Analysis included the options that the local stakeholder-supported Steering Committee retained for further study as part of the Plan Implementation Phase (*reference information contained in the San Joaquin County Water Management Plan is available for review on the County website (www.co.san-joaquin.ca.us/pubworks/water_resources.htm)*). As outlined in the Plan Master Alternative list, specific concepts for a project to capture flood flows on the Mokelumne River included the following.

Middle Bar Storage Facility:

This project concept features on-stream storage upstream of Pardee Reservoir to create a new surface water reservoir. On-stream storage reservoirs typically present numerous implementation challenges. The environmental impacts associated with this concept could be significant and potentially difficult to mitigate, as the Project could flood wetlands and valuable habitat and alter flow patterns on the river. The Project could also inundate a popular stretch of whitewater and possibly flood a section of Highway 49. Furthermore, the facility would be located in the upstream portion of Pardee Reservoir, which could impact East Bay Municipal Utility District (EBMUD) water and power operations. While this concept could be difficult to implement, on-stream storage reservoirs can be a highly effective means for the regulation and storage of flood flows. On October 4, 1999, the FERC issued a preliminary permit (No. 11619) to the Authority to prepare a project application for a 31-megawatt facility that will expire in late 2002.

Duck Creek Storage Facility:

This project concept would feature an off-stream storage reservoir via a tunnel/pipeline diversion from Pardee Reservoir to a new regulating reservoir on Duck Creek. By moving the storage to an off-stream location, the environmental impacts associated with flooding high-value riparian habitat and wetlands are lessened. A possible site chosen for this reservoir, however, has a California Department of Fish and Game conservation easement, so there could still be potentially significant environmental impacts for this concept. The site also contains farm and rangelands that would be flooded as a part of the Project that could be politically unpopular in the County. Another major concern could be significant water loss from the reservoir due to seasonal evaporation.

Lower River Diversions:

Included in the Water Right application, are moveable points of diversion along the lower Mokelumne River from below Camanche Reservoir to Interstate 5 and along the Calaveras River & Mormon Slough from below the Bellota Weir to the intersection of the Calaveras River and Interstate 5. This concept could be quite attractive and provides the flexibility to divert flood flows from rivers via less complicated conveyance facilities to supply direct recharge areas adjacent to the rivers or to other conjunctive use facilities within the County.

Pardee Facility Options:

Though not listed in the Water Right application, a potential project concept that could offer significant local and regional benefit consists of two different options including the re-operation and/or the expansion of the existing EBMUD Pardee facilities. This Project could not be possible to implement without the full cooperation and partnership of EBMUD as the owner of the existing facility. Expansion could possibly reconstruct Pardee facilities downstream of their current location to provide additional storage capacity and power generation potential. Expanding an existing facility has fewer impacts than building a new facility because most of the reservoir area is already flooded and many associated facilities (power transmission lines, water diversion systems, etc.) already exist. The negative impacts from this concept would be less significant than an on-stream alternative because of the generally smaller area that would be inundated.

2.3 PROJECT STATUS

The SWRCB has ruled that the Authority's application is current and can be pursued further. Both the water right application and FERC Preliminary Permit are in good standing, therefore the Authority is an active, legal participant that must be dealt with by any party seeking to utilize water or produce power on the river. The application has been publicly noticed and protests and comments have been received from affected agencies and individuals. A reconnaissance-level analysis of potential project concepts and regional impacts has also been performed. A site visit for concerned agencies was conducted in March 2000 and letters from some agencies to identify study methodologies were received. Recently, the SWRCB requested further information regarding the Authority's intention to pursue a project on the Mokelumne River. To demonstrate its commitment, the Authority is prepared to undertake the preliminary engineering feasibility and environmental documentation work in accordance with the SWRCB and the FERC for the completion of the studies needed to secure both permits.

3.0 SCOPE OF WORK

The Consultant shall perform the tasks included in this Request for Proposal (RFP) and submit reports to SJCDPW. SJCDPW does not have Disadvantaged Business Enterprise (DBE) goals or utilization requirements for this RFP. However, the Consultant will not discriminate against DBEs in consideration for performing the requested professional services on the grounds of race, color, sex or national origin. The Consultant is encouraged to afford full opportunity to DBEs to perform professional services in response to this RFP. In addition, SJCDPW does not have any Local Hire Policy requirements for this RFP, but the Consultant is encouraged to actively use local subconsultants that employ San Joaquin County residents.

The scope is presented in sections, addressing each Project element identified in the RFP. The proposed scope of work and approach will be considered by SJCDPW staff to be an indicator of your understanding of the work required to achieve Project objectives and will be considered by SJCDPW in the evaluation of proposals. The preliminary scope of work described below in this RFP is provided for guidance only. Proposals will need to be detailed and defined in order to accomplish each task successfully.

The Consultant will be required to provide all labor, equipment, tools and facilities necessary to provide the following services:

3.1 ENGINEERING FEASIBILITY AND ALTERNATIVES ANALYSIS

A. Project Management

Project management will be an ongoing business process throughout project development and will consist of preparing a detailed work plan, quality assurance plan, direct the Project kick-off, outreach and regular progress meetings (biweekly & monthly) as described in the Scope of Work, the monitoring of Project performance, budget and work schedules, administering sub-consultants, and other management duties required for the successful completion of the outlined Scope of Work.

B. Existing Information Acquisition

The Consultant will obtain and evaluate existing relevant reports, investigations, hydrologic models and data from historic materials. Sources may include, but are not limited to, the following reports and plans:

- San Joaquin County Water Management Plan
- Mokelumne Aquifer Recharge and Storage Project
- The Northeastern San Joaquin County System Plan Components Inventory
- Other information including previous protests of the Authority's Water Right application, correspondence between the Authority and the State Water Resources Control Board, etc.

This documentation will be used as initial review materials for the evaluation of application diversion points and FERC requirements.

C. Evaluate Water Right Application Point(s) of Diversion

1. The Consultant will evaluate potential diversion points.
2. The Consultant will begin work on an initial environmental screening of the potential fatal flaws of the various Project concepts and diversion points. Included with this screening process, the Consultant will conduct several Project information meetings with various public and private organizations to evaluate the implementability and public support of possible Project diversions.
3. The Consultant will evaluate the engineering feasibility of the application diversion points including operation of Project facilities in conjunction with current and possible future EBMUD facilities, historic hydrology, available water, etc.
4. The Consultant will develop criteria to evaluate the diversion points, which will assist in identifying the most effective and implementable diversion alternative to meet water supply requirements.

D. Evaluate FERC Requirements for Power Generation Options

1. The Consultant will identify and provide a detailed description of potential power generation options with recommendations relative to the diversion points.

2. The Consultant will develop a schedule to meet required FERC regulatory approvals.
3. The Consultant shall provide the necessary engineering and environmental feasibility analysis of the power generation options to be included in a potential FERC application.

E. Develop and Evaluate System Alternatives

1. The Consultant will identify the compatibility of potential alternatives in relation to proposed conjunctive use facilities to be located within the County.
2. The Consultant will develop screening criteria to evaluate system alternatives including cost, storage potential, reliability, flexibility, and connectivity to other anticipated conjunctive use facilities, implementability, permitting, land issues, etc.
3. The Consultant will develop screening criteria for environmental considerations, regional and environmental benefit, implementability in relation to the CALFED Bay-Delta Program goals and objectives, permitting, land issues, etc.
4. The Consultant will develop a screening analysis and matrix that follows established guidelines for submitting a Clean Water Act Section 404 Wetland Filing Permit, Endangered Species Act compliance and other anticipated State and Federal regulations & permits.
5. The Consultant will provide a comparison of alternatives based on screening criteria listed above.
6. The Consultant will recommend the most feasible alternative(s) and preferred Project facilities/operation based on listed criteria.

F. Establish Preliminary Design Criteria

The Consultant will establish preliminary design criteria for the most feasible alternatives and preferred Project facilities based on the most current hydrology, hydraulics, geotechnical, seismic, and other design parameters.

G. Define Preferred Alternative

1. The Consultant will develop preliminary facilities descriptions, potential operational and maintenance information of the preferred Project alternative including: concept-level alignments and diversion/conveyance facility layout, staging of facilities construction, and implementation requirements; i.e., permits, land purchase, right-of-way, etc.
2. The Consultant will develop a preliminary cost estimate of the preferred alternative facilities.

H. Project Financing

1. The Consultant shall develop cost estimates for all actions and facilities required to implement the preferred Project alternative.
2. The Consultant shall discuss and present a plan of potential strategies for financing all actions and facilities required to implement the Project.

I. Reporting

1. The Consultant will prepare a brief memorandum for SJCDPW on a monthly basis to report on the status of specific Project issues, schedules and problems/progress made over the course of the Project.
2. The Consultant will submit 25 hard copies of a Draft Feasibility Report together with electronic format of the preferred Project alternative for review and comment by SJCDPW. The report will discuss in detail, with text, graphics and tables, all elements of the scope of services including discussions of all assumptions, data review and methodologies utilized to develop the preferred alternative.
3. The Consultant will finalize the Final Feasibility Report based on comments received by SJCDPW and produce 25 final hard copies, together with electronic format with all texts, tables and graphics made accessible to SJCDPW.

J. Meeting and Communication

1. Project Kick-off Meetings - The Consultant shall attend an initial coordination meeting with SJCDPW staff. At the meeting, the purpose, goals, timeline, deliverables schedule and defined objectives of Scope of Work will be discussed. The Proposed Scope of Work will be refined as needed if determined necessary by the meeting participants upon which, the Consultant will present a refined Scope of Work and Project Schedule within thirty (30) days to SJCDPW for final review and approval.
2. Meetings - The Consultant will meet regularly on monthly, biweekly and on an as-needed basis with SJCDPW staff over the course of the Project to discuss project status, schedules, problems, staff changes, workload and preliminary findings. In addition, the Consultant will attend the Advisory Water Commission meetings and present findings semi-annually to the Authority, Board Water Committee and the Board of Supervisors and involved boards and councils.
3. Communications - Throughout the Project, it is anticipated that SJCDPW staff will be informed of the progress through telephone conversation and regular informal working meetings. Both formal and informal communication is critical to meeting the Authority's needs.

3.2 ENVIRONMENTAL DOCUMENTATION

With the completion of the scope of services outlined in the Engineering Feasibility and Alternatives Analysis, SJCDPW will review and evaluate the results detailed in the Final Feasibility Report. Following consultations and approval by SJCDPW, the Consultant will then assist in the initial environmental review process, complete the notice of preparation, conduct scoping meetings, and conduct environmental analyses and prepare the programmatic documentation needed to satisfy the necessary California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements for the preferred Project alternatives. SJCDPW will be the lead CEQA agency with FERC being the lead NEPA agency. The State Board will be a responsible agency and heavily involved in the conduct of the environmental analyses and documentation. SJCDPW assumes the Environmental Impact Report (EIR)/Environmental Impact Study (EIS) will be a program level environmental document and that subsequent project-level CEQA and NEPA documentation would be required.

A. Initial Environmental Assistance

1. Assist in the initial analysis of Project alternatives to identify any fatal flaws and to provide initial input to the engineering feasibility study, which will aid in the development of the proposed Project facilities.
2. Establish the procedures for the development and coordination of the environmental analyses and documentation with applicable state and federal agencies.
3. Develop and implement a process/meetings for public outreach, input and education.
4. Develop the schedule for completion of the environmental review process.

B. Notice of Preparation

1. Develop initial Project description based on the Engineering Feasibility and Alternatives Analysis.
2. Prepare Notice of Preparation (NOP)/Environmental Assessment.
3. Develop list of addressees to whom the NOP will be mailed.

C. Scoping Meetings

1. Develop agendas and supporting materials for scoping meetings
2. Lead scoping meetings
3. Prepare summary of input received at meeting
4. Determine issues of concern
5. Prepare Scope of Work for EIR/EIS

D. Prepare Administrative Draft EIR/EIS

1. Prepare Administrative Draft EIR/EIS
2. Distribute to SJCDPW and participating agencies for review and comment
3. Integrate comments
4. Prepare Final Administrative Draft EIR/EIS for final review and approval

E. Prepare Draft EIR/EIS

1. Prepare Draft EIR/EIS
2. Distribute to SJCDPW and participating agencies for review and comment
3. Integrate comments
4. Prepare Final Draft EIR/EIS for final review and approval
5. Develop distribution list
6. Provide copies of documents to SJCDPW for distribution
7. Participate in public meetings, workshops and hearings as requested

F. Prepare Final EIR/EIS

1. Integrate comments from Final Draft EIR/EIS
2. Prepare Final EIR/EIS
3. Distribute to Authority and participating Agencies for review and comment
4. Prepare Final EIR/EIS for final review and approval
5. Develop distribution list
6. Provide copies of documents to SJCDPW for distribution
7. Participate in public meetings, workshops and hearings as requested

4.0 COUNTY PROVIDED SERVICES

The County will provide the following services and/or information to the Consultant:

- 4.1 Survey Records, Maps and Reports: SJCDPW will provide the Consultant with access to all pertinent maps, records, and reports relating to the Project as currently exist in SJCDPW files.

5.0 PROPOSAL CONTENT REQUIREMENTS

Proposals shall contain a Scope of Work and Schedule describing all work tasks to be provided by the Consultant. The technical proposal shall be limited to a maximum of thirty (30) pages, not including personnel resumes and firm qualifications. The complete body of the proposal shall be no more than fifty (50) pages and shall include, but is not limited to, the following information:

5.1 PROJECT TEAM CAPABILITIES

- A. Signing of Proposal and Authorization to Negotiate: The proposal shall be delivered and contractually bind the firm with the County regarding the RFP. The proposal shall be executed by the Consultant or an authorized representative. The Consultant shall provide a brief statement that the Consultant and any subconsultants shall be able to comply with the mutual indemnification requirements as outlined in Section 10.0 "MUTUAL INDEMNIFICATION REQUIREMENTS". The Consultant shall also provide a brief statement that the Consultant shall be able to obtain the required minimum insurance as outlined in Section 11.0 "INSURANCE REQUIREMENTS" prior to the execution of a consultant services agreement. All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of the proposal submittals.
- B. Affirmative Action Plan: Provide a description of the firm's affirmative action plan aimed at eliminating discrimination based on race, color, religion, sex or national origin and a description of the firm's previous compliance with the plan.

- C. Conflict of Interest: The Consultant shall disclose any financial, business, or other relationships with the County or other regional water agencies that may have an impact on the outcome of the Project. A potential conflict of interest includes, but is not limited to, work related to contracts with County departments, other regional water agencies, and local land developers. The Consultant should also list current clients who may have a financial interest in the outcome of the Project.

Should the Consultant establish or become aware of such financial interest during the course of the Project, the Consultant must inform SJCDPW in writing within ten (10) days. A potential conflict of interest does not automatically disqualify a consultant from consideration but will be factored into a final award decision.

- D. Debarment and Suspension Certification: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the Consultant shall certify that there are currently no suspensions, debarments or voluntary exclusions or ineligibility determinations by any federal agency. (See Attachment A)
- E. Executive Summary: The proposal shall include a summary of its contents, emphasizing the approach, qualifications and capabilities of the Consultant. The summary should indicate an understanding of the purpose of the Project and the preliminary engineering and environmental analysis required for performance.

5.2 APPROACH AND WORK PLAN

A work plan shall be included which delineates the approach to be employed to complete the Project. The work plan should demonstrate the Consultant's understanding of the Scope of Work, refine and/or expand the Scope of Work to reflect the Consultant's approach to completing the work and the Consultant's capability to deal with the required Scope of Work within the proposed schedule. The work plan should include the following:

- A. Identify the Consultant project manager and detail the specific responsibilities of the project manager. Identify an alternate Consultant project manager, if appropriate.
- B. List all subconsultants that will be providing services to the Consultant for the completion of the Scope of Work and describe the role they will perform. Include the names, addresses, and telephone numbers of the firm and the name of the key representative assigned to the Project. Provide a description or organizational chart of the proposed team structure.
- C. Describe the approach and methodology that will be used to provide the required services including any equipment. The specific level of preliminary engineering and environmental analysis and subsequent work products must be emphasized. The level of detail must clearly delineate between major and minor work tasks.
- D. Identify any supplemental tasks deemed necessary and recommend alternatives which may enhance the Project, reduce cost or speed delivery.
- E. Indicate where the work is to be performed. If the work is to be shared among firms or different offices, identify the office locations and the work to be performed in each office.

- F. Indicate how much staff time the Consultant assumes the San Joaquin County Department of Public Works or other agencies will devote to the preparation or completion of the tasks outlined in the Scope of Work.

5.3 SCHEDULE

A comprehensive schedule must be presented to reflect the time frames and person hours required for completing each portion of the Scope of Work. The schedule shall include person hours broken down by task and position classification and give the total number of person hours required to complete the entire Scope of Work. Milestones must be identified which are interdependent and the completion date of each milestone.

The Consultant is encouraged to develop additional detail regarding the Project schedule, suggest changes within the constraints of the duration and end dates and suggest changes to expedite the completion of construction.

The tentative date of execution of the consultant services agreement by the County Board of Supervisors is Tuesday, January 14, 2003, and Notice to Proceed would be issued the following day. It is anticipated that the Engineering Feasibility and Alternative Analysis would be completed within six (6) to eight (8) months. Following SJCDPW's review and notice to proceed, it is estimated that the Environmental Documentation portion of this work could take an additional eighteen (18) to twenty-four (24) months to complete.

5.4 PRIOR WORK EXPERIENCE AND QUALIFICATIONS

The Statement of Qualifications shall contain the following information for the Consultant and all subconsultants:

- A. A summary of the firm's overall capabilities, history, recent and related experience, expertise and an organizational chart showing the proposed relationships between all key personnel and support staff that are expected to work on the Project. Provide information on the firm's experience related to previous water storage and conjunctive use project feasibility analysis and environmental analysis and documentation. Provide information on the firm's current workload, facilities, resources, and experience that clearly demonstrate its ability to successfully complete the Project within the time constraints stated.
- B. Resumes of key personnel anticipated to participate on the Project and an explanation of the function that each key person will be performing. Provide information for the experience of the key personnel related to previous water storage and conjunctive use project feasibility analysis and environmental analysis and documentation. Similar information is required for each subconsultant utilized, if any, and the approximate percentage of their contribution. The Consultant shall include a statement of the level of guaranteed commitment of the proposed individuals to actually perform the required Scope of Work.
- C. A list of similar reference projects, comparable in nature to the proposed Project, that the key personnel anticipated to participate in this Project have completed. The reference list should include:

- Client name, contact person, and current telephone number (Note: If the contact person or telephone numbers are incorrect, then the consultant will receive zero points for that reference);
- Project description and location;
- Description of services provided;
- Budget performance;
- Schedule performance;
- Key personnel involved; and,
- Subconsultants employed.

D. Describe at least one primary reference project example in more technical detail than those listed under 5.4.C. above, for a water storage and conjunctive use project, which the consultant has completed in the last three years. Also, describe in detail the levels of environmental clearances and permitting that was completed.

6.0 PROPOSAL SUBMISSION REQUIREMENTS

- 6.1 SJCDPW reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal was deficient.
- 6.2 Costs for developing proposals are entirely the responsibility of the Consultant and shall not be chargeable in any way to SJCDPW. All materials submitted become the property of SJCDPW and may be returned only at SJCDPW's option.
- 6.3 **Five (5) copies and one (1) unbound original** of the proposal, signed by an authorized representative, shall be delivered on or before **4:00 p.m. on November 8, 2002**, to:

David Castagna
County of San Joaquin
Department of Public Works
1810 East Hazelton Avenue
Stockton, California 95205

The following information must be placed in the lower left corner of the sealed envelope/package containing the proposal:

Proposal for the Mokelumne River Regional Water Storage and Conjunctive Use Project
Firm (Name of Submitting Firm)
OPEN BY SPECIAL PROJECTS DIVISION ONLY

Proposals received later than the above date and time will be rejected and returned to the proposer unopened.

7.0 PROPOSAL TECHNICAL QUESTIONS

- 7.1 General questions regarding the Consultant Selection Process may be directed to David Castagna, Management Analyst III, at the telephone number (209) 953-7451.

- 7.2 Technical questions regarding the RFP may be submitted only in writing and must be received no later than **4:00 p.m. on Friday, October 25, 2002**. Written questions should be of a technical nature to allow for the clarification of the RFP. Written inquiries should be directed to David Castagna at:

County of San Joaquin
Department of Public Works
1810 East Hazelton Avenue
Stockton, California 95205

or

(209) 468-2999 - fax telephone number

or

dcastagma@co.san-joaquin.ca.us (Preferred)

- 7.3 No written technical questions regarding this proposal will be answered after the designated time. Responses to written questions that warrant a clarification of the RFP will be distributed to all consultants receiving this RFP by Tuesday, October 29, 2002. The Consultant may choose to provide SJCDPW a fax telephone number or Internet electronic mail address for transmitting information related to the RFP.

8.0 CONSULTANT SELECTION PROCESS

- 8.1 Consultant Selection Schedule: SJCDPW will follow the Consultant selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interests of SJCDPW:

Release Request for Proposals	Friday, October 14, 2002
Written Questions Submitted	Friday, October 25, 2002
Release Response to Written Questions	Tuesday, October 29, 2002
Proposals Due	Friday, November 8, 2002, by 4:00 p.m.
Notification/Scheduling Oral Interviews	Friday, November 22, 2002
Proposers Oral Interviews	Thursday, December 5, 2002
Consultant Selection/Ranking	Friday, December 6, 2002
Conclude Agreement Negotiations	Tuesday, December 31, 2002
Board of Supervisors Execute Agreement	Tuesday, January 14, 2003
Notice to Proceed	Wednesday, January 15, 2003

- 8.2 Proposal Evaluation: SJCDPW will review the proposals for completeness, clarity, and content. Each Proposal will be reviewed to determine if it meets the proposal requirements contained in Section 6.0 "PROPOSAL SUBMISSION REQUIREMENTS." Failure to meet the requirements for the RFP will be cause for rejection of the proposal. SJCDPW may reject any proposal if it is conditional, incomplete or contains irregularities. SJCDPW may waive an immaterial deviation in a proposal. Waiver of any immaterial deviation shall in no way modify the RFP documents or excuse the Consultant from full compliance with the agreement requirements if the Consultant is recommended for award of the consultant services agreement.

SJCDPW will assemble a selection committee, which will evaluate those proposals that meet the proposal requirements and select candidates for interviews. The evaluation for the written proposals will be based on the criteria shown in Attachment B. The selection

committee may consist of members from the following divisions within the Department of Public Works:

- Water Resources Division
- Transportation Planning Division
- Special Projects Division

8.3 Oral Presentation and Interview Selection Process: An oral presentation and interview will be conducted with the firms that achieve the three highest scores. SJCDPW may choose to increase or decrease the number of firms interviewed. Those firms invited to interview will be notified of the date and time of their interview. SJCDPW anticipates that oral interviews will be scheduled Thursday, December 5, 2002. Firms will also be notified of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered non-responsive and the firm will be eliminated from further consideration. Oral presentation and interviews will be evaluated using the criteria shown in Attachment B.

8.4 Oral Interviews and Cost Proposals: Firms selected to submit an oral presentation and interview shall also submit a cost proposal in a separate and sealed envelope. The sealed cost proposal will be used as a starting point for consultant service agreement negotiations with the firm selected on the basis of its written and oral presentation and interview scores.

The cost proposal shall consist of a "not to exceed" price quotation along with current fee schedules, personnel wage rate sheets and other costs. The consultant shall provide specific hourly, daily, or monthly rates for each class of employee or piece of equipment. Such specific rates of compensation are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and fixed fee. Other direct costs may be set forth as independent cost items. The Consultant's actual cost plus fixed fee estimate quotation will be based upon the specific rates of compensation and shall include supporting statements and schedules sufficient to allow determination of the itemized hours per task, cost per task, and levels of effort allotted to each task. The cost proposal shall include a separate itemization for each milestone and a summary cost proposal of all costs. The cost proposal submitted in a separate and sealed envelope should follow the format provided in Attachment C. Detailed cost proposals for all subconsultants shall also be included in the required format.

8.5 Selection: SJCDPW will tabulate written and oral presentation and interview scores to be used as the basis for selection and rank firms for agreement negotiations. The sealed cost proposal of the selected Consultant with the highest scoring proposal will be opened after the final written and oral interview scores have been tabulated and firms have been ranked for consultant service agreement negotiation.

The sealed cost proposal will be used as a starting point for agreement negotiations with the firm selected on the basis of its proposal and qualifications. SJCDPW will then negotiate a consultant services agreement with the selected consultant. If an agreement cannot be reached after a reasonable period of time, as determined by SJCDPW, then SJCDPW will terminate negotiations with the number one selected consultant firm and negotiations will be opened with the second ranked consultant firm. The compensation discussed with one prospective Consultant will not be disclosed or discussed with another Consultant. Cost proposals from firms not selected for consultant services agreement negotiations will be returned in their original sealed envelopes.

The selected Consultant will be the highest-ranking proposal that has been successfully negotiated for award of the consultant services agreement and will be recommended to the San Joaquin County Board of Supervisors, which will make the final consultant selection. The prospective Consultant is advised that should the RFP result in recommendation for award of an agreement, the agreement will not be in force until it is approved and fully executed by the San Joaquin County Board of Supervisors. The consultant firm will also be required to satisfy all insurance certification requirements before SJCDPW's Project Manager issues a Notice to Proceed.

- 8.6 Pre-Award Audit: Concurrent with consultant service agreement negotiations, a pre-award audit evaluation at the Consultant's facility may be done. If the pre-award audit evaluation is made, it will be made to determine:
- A. If the consultant's accounting system is capable of accumulating reasonable, allocable and allowable costs.
 - B. If the consultant is financially and professionally capable of performing the work.
 - C. If the cost proposed is reasonable.

9.0 PROJECT REQUIREMENTS AND STANDARDS

All Project work must meet the following requirements and standards:

- 9.1 The Consultant will work closely with SJCDPW and affected agencies involved in the Project. SJCDPW will exercise review and approval functions through SJCDPW's Project Manager during the Project. The Consultant will present all memoranda, reports, plans, drawings and documentation in the general form agreed to with SJCDPW. All work products will be the property of SJCDPW.
- 9.2 The Consultant will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, plans and drawings. SJCDPW Project Manager will exercise review and approval functions at key points and milestones during the Project and conduct project status reports and meetings with the Consultant.
- 9.3 The Consultant will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, plans and drawings for this Project. The quality control procedures will be in effect during the entire time work is being performed for the Project. The quality control procedures will establish a process whereby any calculations are independently checked, plans are checked and corrected, and all Project related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to SJCDPW Project Manager for review are required to be marked clearly as being fully checked and that the preparation of the materials followed the established quality control procedures.
- 9.4 The Consultant shall complete the Scope of Work within a period of approximately thirty-two (32) months from the time the Consultant is issued Notice to Proceed by County. The Consultant shall indicate in the proposal whether the completion of the Project can be realistically completed in more or less time than that stated above.
- 9.5 The Consultant will use Microsoft Project Schedule software in preparing the project schedule showing work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. The Consultant shall update the project schedule throughout the

Project with each progress billing and supply to SJCDPW Project Manager. The project schedule will be immediately revised by the Consultant should it become apparent that a task or milestone has not or will not be achieved. SJCDPW shall expect the Consultant to take active measures to place the Project back on schedule if a delay is expected or occurs.

- 9.6 The Consultant will prepare and submit to SJCDPW Project Manager for review a monthly status report including project schedule critical path review and update, budget status, budget drawdown schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.
- 9.7 The Consultant will be required to obtain prior approval of the County Public Information Office (through SJCDPW Project Manager) for any communications with the public media pertaining to the Project. This includes news releases, interviews, advertisements, etc.
- 9.8 If the Consultant fails to provide the services as to be developed and set forth in a consultant services agreement, then SJCDPW will have the right to withhold payment, and/or terminate the agreement at any time prior to completion upon receipt of written notice.
- 9.9 Consultant must be within one-hour driving time of SJCDPW facilities.

10.0 MUTUAL INDEMNIFICATION REQUIREMENTS

The Consultant shall be required to accept the County's hold harmless and indemnification requirements referenced below as part of the County's standard consultant service agreement. The requirements are referenced below and will not be subject to negotiation.

- A. Consultant agrees to hold harmless, defend, and indemnify County, its representatives, officers and employees, from and against any and all claims, actions, liabilities, losses, damages or injuries, and attorney's fees and costs, including any of the foregoing by way of indemnification or contribution, arising directly or indirectly out of Consultant's activities, performances, operations, acts or omissions, relating to any operations, activities, responsibilities and rights under this Agreement whether or not such claims, actions, liabilities, losses damages or injuries, or attorney's fees and costs result directly or indirectly from the sole, contributory, comparative, active, passive, primary or secondary negligence of Consultant.

Consultant shall not be responsible for any claims, actions, liabilities, losses, damages or injuries, or attorney's fees and costs, which result directly, or indirectly from the sole and exclusive negligence of County or from County's pro rata share, its active contributory or active comparative negligence.

- B. County agrees to hold harmless, defend, and indemnify Consultant, its representatives, officers and employees, from and against any and all claims, actions, liabilities, losses, damages or injuries, and attorney's fees and costs, including any of the foregoing by way of indemnification or contribution, arising directly or indirectly out of County's activities, performances, operations, or acts relating to any of County's operations, activities, responsibilities and rights under this Agreement whether or not such claims, actions, liabilities, losses, damages or

injuries, or attorney's fees and costs result directly or indirectly from the sole, contributory, comparative, active, primary or secondary negligence of County.

County shall not be responsible for any claims, actions, liabilities, losses, damages or injuries, or attorney's fees and costs which result directly or indirectly from the sole, contributory, comparative, active, passive, primary or secondary negligence of Consultant.

11.0 INSURANCE REQUIREMENTS

11.1 The Consultant and subconsultants shall be required to obtain the minimum insurance required under this section and no work will be allowed until such insurance certificates evidencing the required coverage shall be furnished to the County. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty (30) days written notice has been furnished to the County. The County's minimum insurance requirements will not be subject to negotiation.

- A. The Consultant shall obtain and keep in full force and effect during the life of the consultant services agreement, at Consultant's own expense, General Liability Insurance, including contractual liability with a combined single limit in the minimum amount of Five Million Dollars (\$5,000,000), and automobile liability insurance with a combined single limit in the minimum amount of Two Million Dollars (\$2,000,000). Such insurance shall be primary, shall name County as additional insured, and shall expressly indicate that such insurance is related to the Consultant's activities under the agreement.
- B. The Consultant shall obtain, at Consultant's own expense, and provide evidence of Professional Liability Insurance with an aggregate limit in an amount no less than One Million Dollars (\$1,000,000).
- C. Workers Compensation Insurance: The Consultant shall take out and maintain, during the life of the agreement, workers' compensation insurance for all employees employed at the site of the Project and, in case any work is sublet, the Consultant shall require subconsultants to similarly provide workers' compensation insurance for all of the latter's employees. If any class of employees engaged in hazardous work under this agreement at the site of the Project is not protected under the Workers' Compensation Statute, then the Consultant shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work.

11.2 Consultant shall furnish a Certificate of Insurance to County, within ten (10) days of execution of the consultant services agreement and prior to issuance of the Notice to Proceed, indicating that Consultant, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to County. Such certificate shall state that County shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof. The above insurance shall be of the broad form coverage type, affording coverage on property in the care, custody and control of the Consultant. Adequate proof of insurance in compliance with the above requirements shall be furnished to the County. An additional insured endorsement to the Consultant's liability insurance policy naming the County, their officers, and employees, as

additional insured shall be furnished to the County. Notwithstanding the above, the Consultant's liability insurance policy shall be endorsed as primary insurance.

12.0 PROJECT SCHEDULE/PROGRESS PAYMENTS

- 12.1 The timely completion of the various tasks outlined in the RFP is essential to assure the successful advancement of the Project and assure local program delivery and project development. At the beginning of the Project, the Consultant shall prepare a progress schedule showing clearly the various work tasks and the estimated time required for completion of each task. The schedule shall also show how the various tasks and activities relate to each other in terms of interdependence to allow determining a critical path. The progress schedule shall also indicate major milestones, review stages, utility relocation schedules, and other items critical to complete the Project.

The progress schedule shall be updated throughout the course of the Project and shall show both the original project schedule and the current actual schedule achieved so that relative progress may be compared to the original baseline schedule. The Consultant shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain project schedule if a delay is anticipated or occurs.

- 12.2 The Consultant will submit progress payments monthly. At the option of SJCDPW, a retention clause may be included in the consultant services agreement. The usual retained amount is ten (10) percent. The Consultant shall submit monthly progress payment requests, which shall include a detailed invoice of the costs incurred and an updated project progress schedule. The progress payment invoice and updated progress schedule shall contain sufficient detail to define the amount of work being billed for, and to allow an evaluation of the percentage of work accomplished with respect to the extent of budget expenditures made to date.

13.0 CONSULTANT PROVISIONS

- 13.1 Funding Requirements: It is mutually understood between the parties that the consultant service agreement may be written and will be valid and enforceable only if sufficient funds are made available to the County. In addition, the consultant service agreement may be subject to any additional restrictions, limitations, or conditions required in accordance with Federal, State and Local requirements that may affect the provisions, terms or funding of the agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated for this Project, the agreement shall be amended to reflect any reductions in funds. The County shall have the option to void the agreement under a thirty-day cancellation clause or to amend the agreement to reflect any reduction of funds.

- 13.2 Ownership of Data and Patent Rights: Upon completion of all work under this agreement ownership and title to all reports, documents, plans, specifications, and work product materials as part of this agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish all necessary copies of documentation needed to complete the Project.

The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, such documents. In addition, no material prepared in connection with the consultant service agreement shall be subject to copyright in the United States or any other country. Each subconsultant service agreement shall contain provisions similar to the foregoing related to the ownership of data and the patent rights of the same.

- 13.3 Confidentiality of Data: All financial, statistical, personal, technical or other information relative to the operation of SJCDPW, which is designated confidential by SJCDPW, and made available to the Consultant in order to carry out the agreement, shall be protected by the Consultant from unauthorized use and disclosure. Permission granted by SJCDPW Project Manager to disclose information on one occasion relating to the agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.

The Consultant shall not comment publicly to the press or any other media regarding the agreement, or the actions of SJCDPW, except to staff from SJCDPW, or the Consultant's own personnel involved in the performance of this agreement, or at public hearings, or in response to questions from a legislative committee. Each subconsultant service agreement shall contain provisions similar to the foregoing related to the confidentiality of data and non-disclosure of the same.

14.0 GENERAL INFORMATION

- 14.1 Proposal Confidentiality: Prior to the posting of the recommendation of the award of the consultant services agreement, all proposals will be designated confidential to the extent permitted under the California Public Records Act. After the recommendation of award has been posted, or if the agreement is not to be awarded and all proposals have been rejected, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposals confidential shall be regarded as non-effective and shall be disregarded.

- 14.2 County Rights: Proposals received within the prescribed deadline become the property of the County and all rights to the contents therein become those of the County. SJCDPW Project Manager may investigate the qualifications of any Consultant under consideration, require confirmation of information furnished by a Consultant and/or require additional evidence of qualifications to perform the work described. SJCDPW reserves the right to:

- A. Modify the selection process as may be in their best interests.
- B. Reject any or all of the proposals if such action is in their interest.
- C. Issue subsequent Requests for Proposals.
- D. Cancel the entire Request for Proposals.
- E. Correct technical errors and amend the Request for Proposals by addendum prior to the final proposal submittal date process.
- F. Seek the assistance of outside technical experts in proposal evaluation.
- G. Approve or disapprove the use of any subconsultants.
- H. Negotiate with any, all or none of the Request for Proposals respondents.
- I. Award an agreement to one or more Consultants.
- J. Accept other than the lowest cost proposal.
- K. Waive informalities and minor irregularities in proposals.

This Request for Proposals does not commit SJCDPW to enter into a consultant service agreement, nor does it obligate SJCDPW to pay for any costs incurred in preparation and submission of proposals or in anticipation of an agreement.

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person, associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

Signature of Consultant

PROPOSAL EVALUATION WORKSHEET

CONSULTANT _____
 Subconsultants _____

WRITTEN PROPOSAL

<u>Criteria</u>	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
A. Prime/Subconsultant/Project <u>Team Capabilities</u> as requested in 5.1	1.50	_____	_____
B. Project <u>Approach and Work Plan</u> as requested in 5.2	2.00	_____	_____
C. Project <u>Schedule</u> as requested in 5.3	1.00	_____	_____
D. <u>Prior Work Experience and Qualifications</u> as requested in 5.4	1.50	_____	_____
E. References	1.00	_____	_____

SUBTOTAL WRITTEN PROPOSAL SCORE (70.0 POINTS MAXIMUM)**INTERVIEW**

A. Demonstrated knowledge of required work	1.25	_____	_____
B. Demonstrated course of action to meet goals	0.25	_____	_____
C. Demonstrated sensitivity to local/regional issues and active use of local subconsultants	0.25	_____	_____
D. Demonstrated capabilities of firm/subconsultant project team	1.25	_____	_____

SUBTOTAL INTERVIEW SCORE (30.0 POINTS MAXIMUM)

TOTAL SCORE (Written Proposal + Interview = 100 Point Maximum) _____

EVALUATOR _____ DATE _____

SAMPLE COST PROPOSAL

Consultant: _____ Date: _____

Note: The Consultant shall provide specific hourly, daily, or monthly rates for each class of employee or piece of equipment. Such specific rates of compensation are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and fixed fee. Other direct costs may be set forth as independent cost items. The Consultant's time and material quotation shall include supporting statements and schedules sufficient to allow determination of the itemized hours per task, cost per task, and levels of effort allotted to each task. The cost proposal shall include a separate itemization for each milestone and a summary cost proposal of all costs.

DIRECT LABOR

Classification/Title	Name	Hours	Hourly Rate	Total
Project Manager:	_____	_____	@ _____	\$ _____
Highway Engineer:	_____	_____	@ _____	\$ _____
:	_____	_____	@ _____	\$ _____
Transportation Planner:	_____	_____	@ _____	\$ _____
:	_____	_____	@ _____	\$ _____
Specialists:	_____	_____	@ _____	\$ _____
:	_____	_____	@ _____	\$ _____
:	_____	_____	@ _____	\$ _____
Alt. Project Manager:	_____	_____	@ _____	\$ _____

Subtotal Direct Labor Costs \$ _____
 Anticipated Salary Increases \$ _____
 Total Direct Labor Costs \$ _____

FRINGE BENEFITS

Rate	Total
_____ %	\$ _____
Total Fringe Benefits	\$ _____

INDIRECT COSTS

Overhead	_____ %	\$ _____
General and Administrative	_____ %	\$ _____
Total Indirect Costs		\$ _____

Fee (Profit) \$ _____

OTHER COSTS

Travel Costs	\$ _____
Equipment and Supplies (Itemize)	\$ _____
Other Direct Costs (Itemize)	\$ _____
Total Other Costs	\$ _____

SUBCONSULTANT COSTS

(Attach detailed cost proposal for each subconsultant.)
 TOTAL COST \$ _____

RESOLUTION NO. 2002-262

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
PARTICIPATION IN THE MOKELUMNE RIVER WATER AND
POWER AUTHORITY PROJECT PLANNING AND
CONTRIBUTING FUNDS

=====

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby approve the City of Lodi's participation in the Mokelumne River Water and Power Authority Project Planning; and

BE IT FURTHER RESOLVED, that the City Council hereby approves funds in the amount of \$150,000.00, representing the City of Lodi's contribution to the Authority for startup costs for this project.

Dated: December 18, 2002

=====

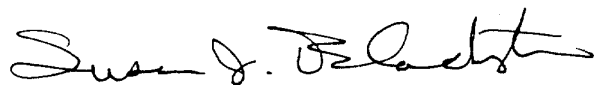
I hereby certify that Resolution No. 2002-262 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 18, 2002, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Howard, Land, and
Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

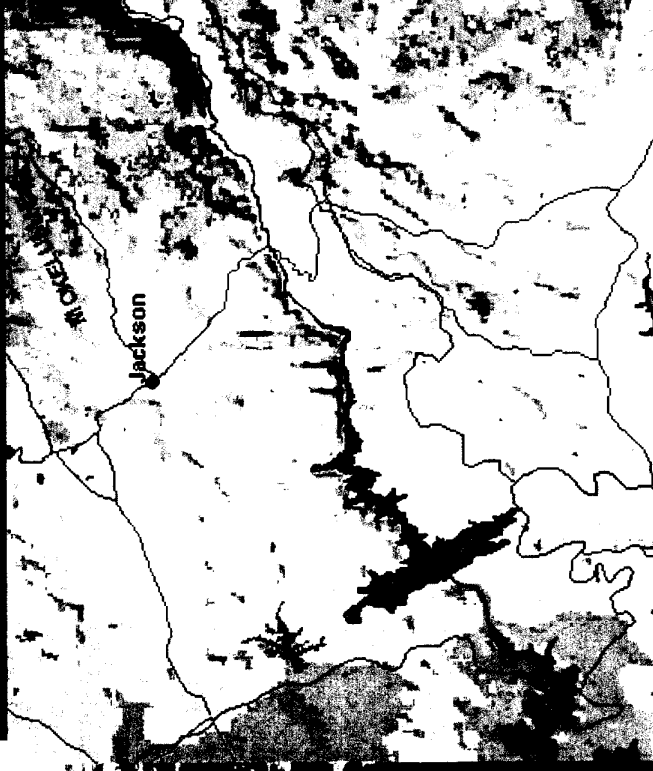
ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

added 10-12-12

Mokelumne River Regional Water Storage and Conjunctive Use - Project



Project Briefing

December 18, 2002

Mokelumne River Water and Power Authority

Introduction

- Mokelumne River Water & Power Authority Est. 1990 to develop water and hydropower from the Mokelumne River
- Supply users within San Joaquin County through new surface supply & conjunctive use
- Potential Annual Yield ~ 100,000 acre-feet
- Potential Power Generation up to 85 MW
 - (\$18 million average annually)

Project History

- Initial Water Right & FERC Filing (1990)
- PG&E & EBMUD have studied water and power projects at Middle Bar since 1926
- Authority working to complete Water Right and FERC process
- Water Right would be “last chance” to appropriate water from the Mokelumne River

Project Concepts

■ Concept A: Middle Bar Facility

- Middle Bar Reservoir upstream from Pardee

■ Concept B: Duck Creek Facility

- New Duck Creek Reservoir in San Joaquin County

■ Concept C: Lower Mokelumne Diversion Facilities

- Direct diversions along the Lower Mokelumne below Camanche Reservoir

Mokelumne River Water and Power Authority

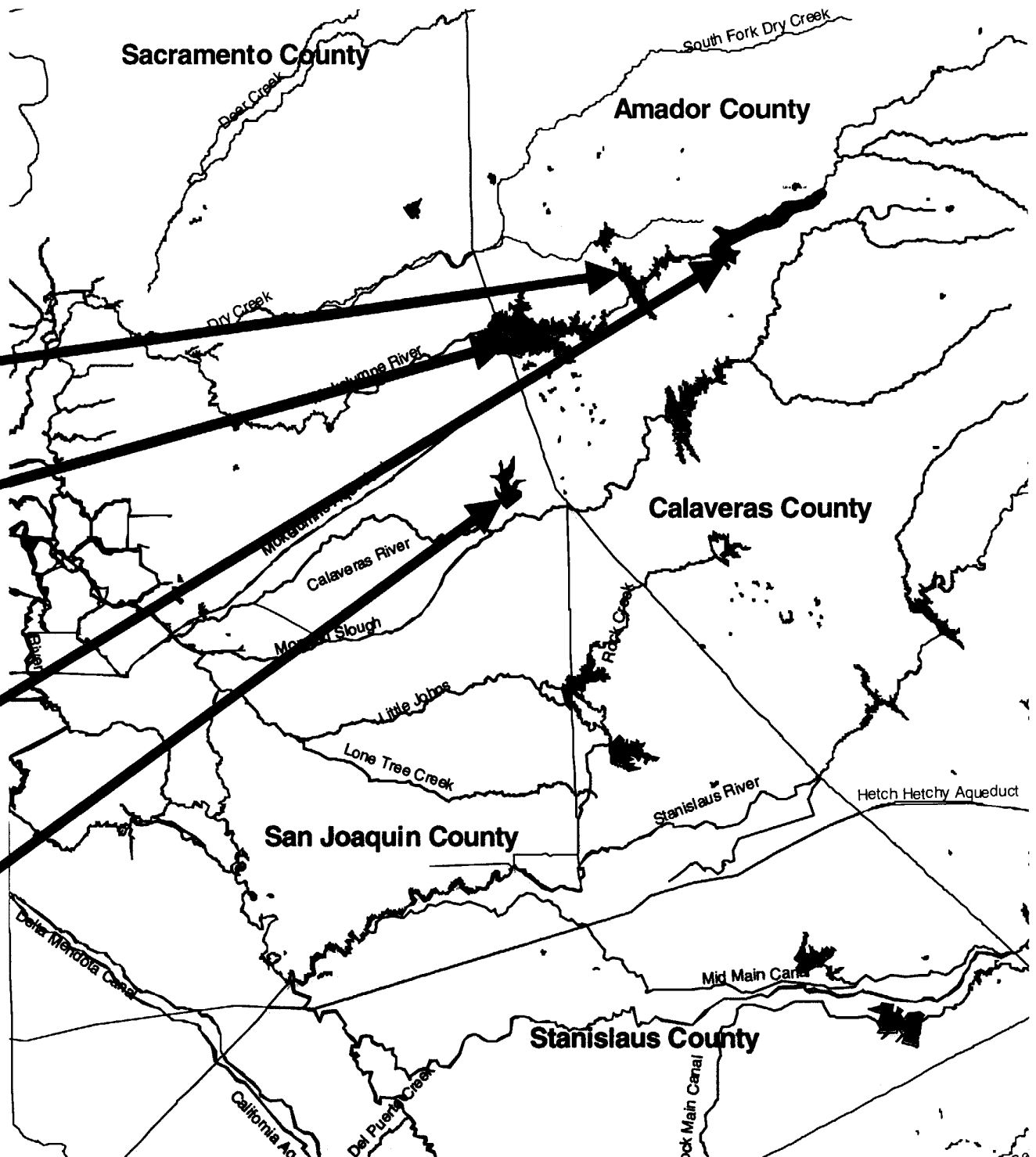
Regional Location Map

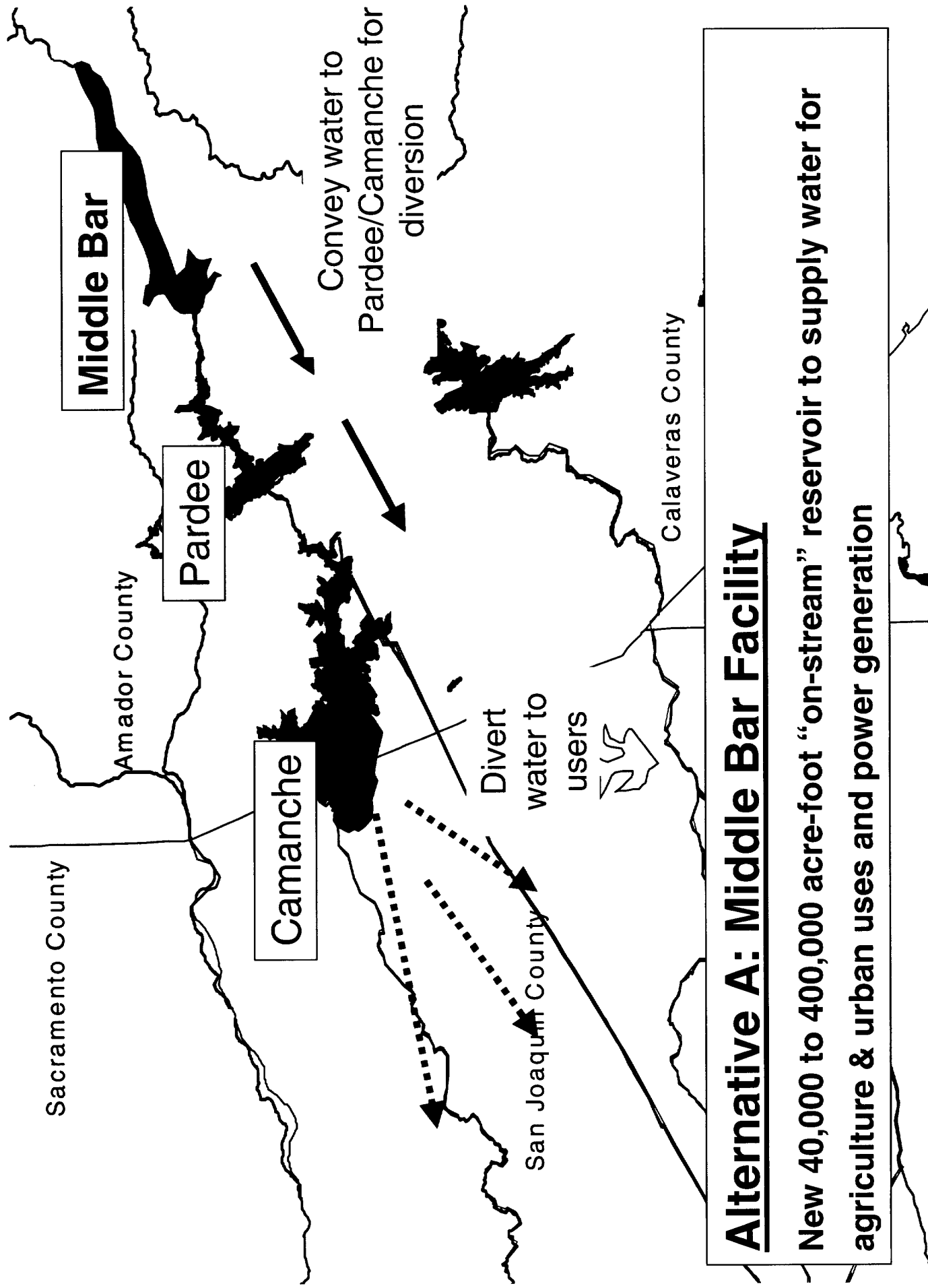
Pardee
Reservoir

Camanche
Reservoir

Middle Bar
Reservoir

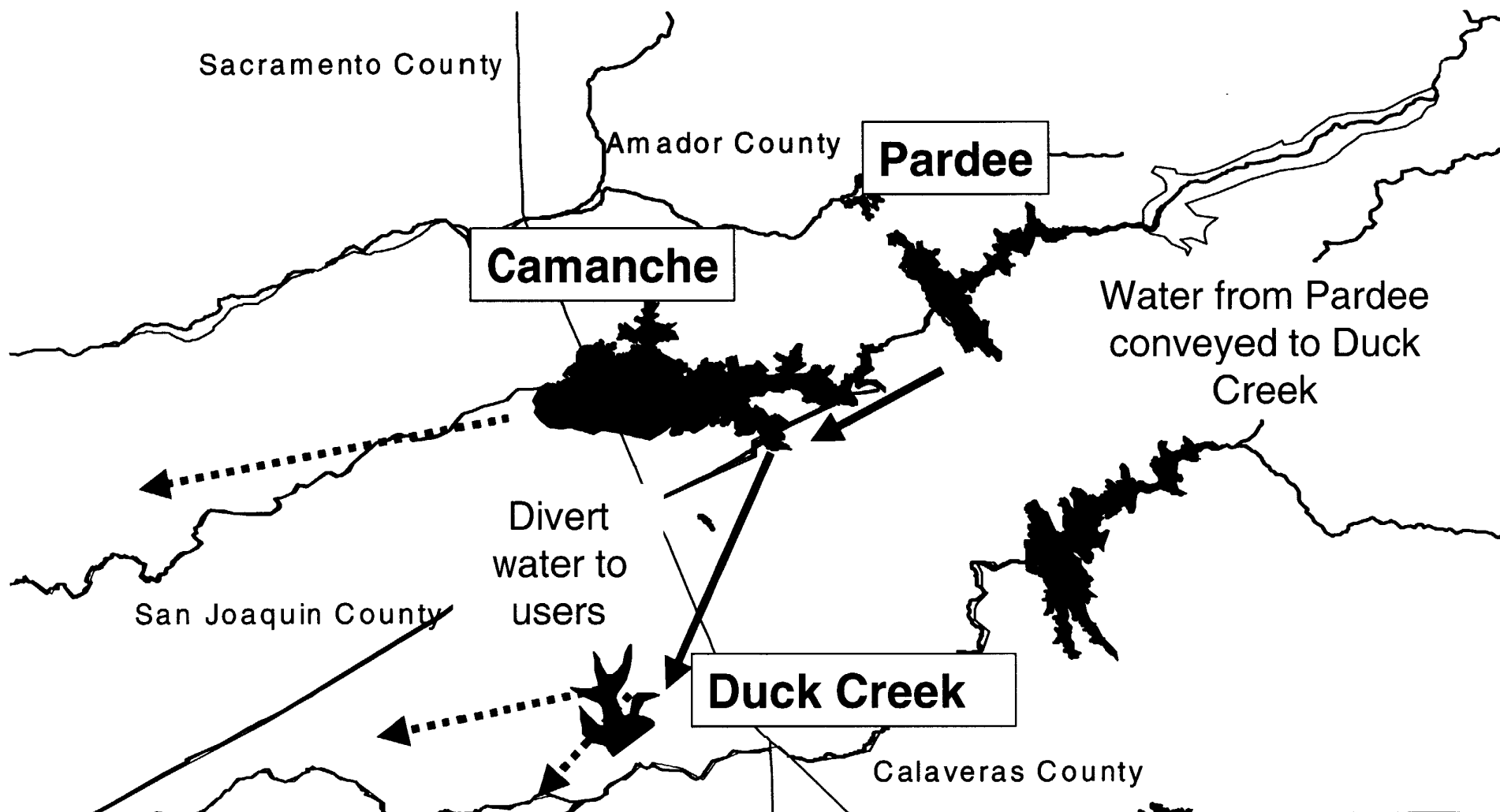
Duck Creek
Reservoir





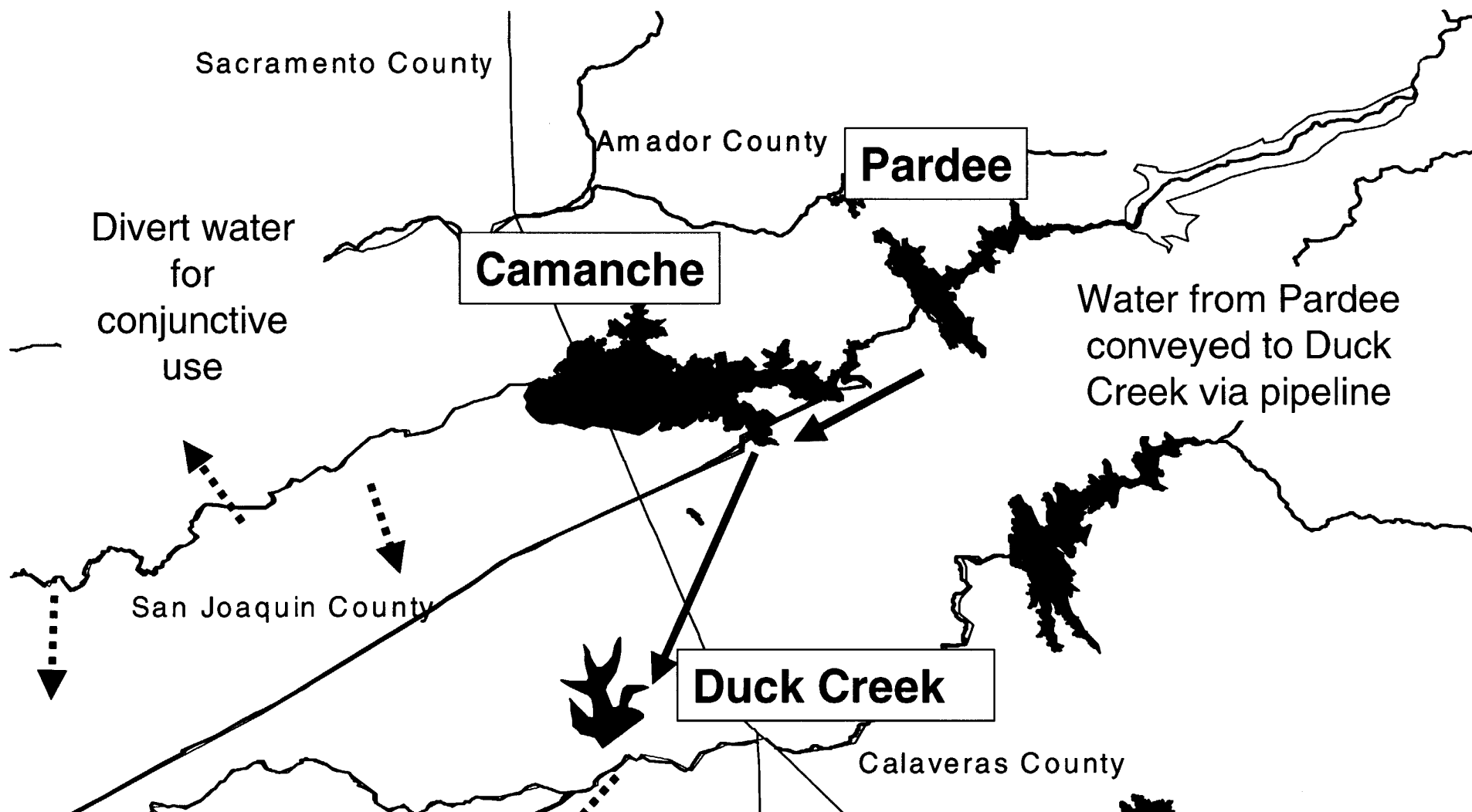
Alternative A: Middle Bar Facility

New 40,000 to 400,000 acre-foot “on-stream” reservoir to supply water for agriculture & urban uses and power generation



Project Alternative B: Duck Creek Facility

Water from Pardee Reservoir via pipeline to new 200,000 acre-foot 'off-stream' regulating reservoir on Duck Creek



Project Alternative C: Lower Mokelumne Diversions

Direct diversion anywhere along Lower Mokelumne River from below Camanche Reservoir to Interstate 5 during flood events

Project Approach

Current Scope of Work:

- Phase 1 Reconnaissance Study → Phase 2 Feasibility Study
- Phase 3 Section 404(b)(1) Study → Phase 4 NEPA/CEQA Doc.

Future Scope of Work:

- *Phase 5 30% Engineering Plans & Project Level EIR/EIS*
- *Phase 6 Permitting*
- *Phase 7 Final Design*
- *Phase 8 Project Construction*



Mokelumne River Water and Power Authority

Project Funding

■ Phase 1 – 4 Cost Est. ~ \$3.5 million

■ Local Cost Share:

- 35% - San Joaquin County \$175,000
 - 35% - City of Stockton \$175,000
 - 30% - City of Lodi \$150,000
- = \$500,000 over 6 months

- Other Partners

■ State, CALFED, Prop. #50 Funding

■ Federal Funding: \$500,000 in FY2002-03 Energy & Water Bill with \$1.5 million earmarked for next 5 years

Mokelumne River Water and Power Authority

Summary

- Authority working to secure Water Right & new FERC permit applications
 - New FERC Permit submitted - September 2002
 - Project RFP released - October 2002
 - Engineering Feasibility complete - August 2004
 - Program EIR/EIS Document complete - December 2005
 - Water Right/FERC permits Issued - June 2006
 - Final Design & Construction – October 2009
 - Water Delivery - May 2012
- Inactivity results in loss of potential new supply for San Joaquin County water users